

Contract Summary Sheet

Contract (PO) Number: 13783

Specification Number: 40767

Name of Contractor: SYSTEMS SOLUTIONS, INC.

City Department: DEPT OF BUSINESS & INFORMATION SERVICES

Title of Contract: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES
AND RELATED EQUIPMENT

Term of Contract: Start Date: 1/1/07

End Date: 12/31/11

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$64,289,967.00

Brief Description of Work: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS,
SUPPLIES AND RELATED EQUIPMENT

Procurement Services Contract Area: COMMODITIES

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1010918

Submission Date: JAN 12 2007

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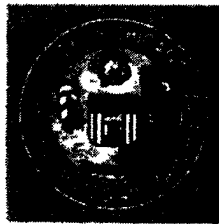
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF BUSINESS AND INFORMATION SERVICES**

AND

SYSTEM SOLUTIONS, INC.



**COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED
EQUIPMENT (PRIMARY CONTRACT FOR GROUPS A, B, C, D, E)**

**RICHARD M. DALEY
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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EXHIBIT 5	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6	LIST OF KEY PERSONNEL

AGREEMENT

This Agreement is entered into as of the 1st day of January, 2007 by and between Systems Solution, Inc., a Corporation ("**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Business and Information Services ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"Chief Information Officer" means the Chief Information Officer of the Department of Business and Information Services, and any representative authorized in writing to act on the Chief Information Officer's behalf.

"Department" means the City Department of Business and Information Services.

"Product" means, collectively, the Computer Hardware, Software, Peripherals, Supplies and Related Equipment, listed and described in the Cost Schedule and Exhibit 1 of this Agreement and any and all work necessary to provide them to the standard of performance required in this Agreement.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any of the Products, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

1.2 Interpretation

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	List of Key Personnel

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

This description of Products is intended to be general in nature and is neither a complete description of the Contractor's Products nor a limitation on the Products that the Contractor is to provide under this Agreement. Contractor must provide the Products in accordance with the standards of performance set forth in Section 2.3. The Products that Contractor must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

2.2 Deliverables

In carrying out its delivery, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include Product, written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has thirty (30) days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within thirty (30) days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

2.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and

confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Products by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services and deliveries required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

2.4 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services and delivery of Products. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 6.

(c) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.6 Insurance

Contractor must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

2.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7.

2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 10.

(b) Audits

(i) Contractor and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five percent (5%) of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five percent (5%) or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its delivery of Product or Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the delivery of Product or Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the delivery of Product or Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the delivery of Product or Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the delivery of Product or Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the delivery of Product or Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The

attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, until the later of (i) December 31, 2011, as that date may be extended under Section 3.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

3.2 Timeliness of Performance

(a) Contractor must provide the delivery of Product, Services and Deliverables within the time limits required under any purchase order release or request for quote pursuant pursuant to the provisions of Section 2.1 and Exhibit 1. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the delivery of Product or performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to three (3) years, under the same terms and conditions as this original Agreement, by written amendment in accordance with Section 9.3.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the delivery of Product and completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2 Method of Payment

Contractor must submit monthly invoices to the City for Products billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within sixty (60) days after receipt of invoices and all supporting documentation necessary for the City to verify the Product or Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number 006-0100-0062005-0446 (Various). Payments under this Agreement must not exceed \$64,289,967.00 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 5. DISPUTES

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole

and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(b) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(c) **Subcontractors**

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials

Pursuant to § 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any

other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code .

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.6 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has twenty five (25) or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above

are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2006, the Base Wage is \$10.00 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement,

constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.8 Prohibition on Certain Contributions

Contractor agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to,

or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.10 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.11 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

- (c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Product delivery and Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the delivery of Product and Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor(as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Consultant" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one (1) individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for a quote for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a quote or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the quote or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any deliveries of Product or Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the delivery of Product or Services that Contracting Parties are to render

for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's failure to perform any of its obligations under this Agreement including the following:

- (i) Failure to deliver Product or perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely delivery of Product or performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely deliver the Product or perform the Services;
 - (iv) Failure to deliver the Product or perform the Services in a manner reasonably satisfactory to the Chief Information Officer or the Chief Procurement Officer or inability to deliver the Product or perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-deliver or re-perform, as required, within a reasonable time and at no cost to the City, Products or Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Product for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate; and
 - (ix) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Contractor's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 6.1(a).

8.2 Remedies

(a) **Notices.** The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in her sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed thirty (30) days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any delivery of Product or Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) **Exercise of Remedies.** After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the delivery of Product or Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Product, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Product that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Product yet to be purchased effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Consultant may have with the City.

(c) **City's Reservation of Rights.** If the Chief Procurement Officer considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Products and Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) **Non-Exclusivity of Remedies.** The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the delivery of Product or Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all deliveries of Product or Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective ten (10) days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Products delivered or Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be

prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on undelivered Product or unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Product delivered or Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its delivery of Product or Services, or any part of them, by giving fifteen (15) days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its delivery of Product or performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of delivery of Product or Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the delivery of Product or Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any one (1) year of this Agreement. If the total number of days of suspension exceeds forty-five (45) days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for delivery of Product or Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Products to be delivered or Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9.3 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is

prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Product or Services, if any, orderly demobilization of its own operations in connection with the

Product or Services, uninterrupted provision of delivery of Product or Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Electronic Ordering and Invoices

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

9.10 Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the

City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Business and Information Services
Daley Center-27th Floor
50 W. Washington Blvd.
Chicago, Illinois 60602
Attention: Commissioner

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to: Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: System Solutions, Inc.
3630 Commercial Ave.
Northbrook, Illinois 60062
Attention: Naushad Ali

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three (3) days

after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

(System Solutions, Inc.¹)

By: NAUSHAD S. ALI

Its: President

Attest: Naushad S. Ali

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 12/19/06 (date) by NAUSHAD ALI (name/s of person/s) as PRESIDENT (type of authority, e.g., officer, trustee, etc.) of SYSTEM SOLUTIONS INC. (name of party on behalf of whom instrument was executed).

Faeza Salehbhai
(Signature of Notary Public)

Seal:



Commission Expires: 04/16/08

CITY OF CHICAGO

By:

[Signature]
Chief Procurement Officer

[Signature]
Comptroller

[Signature]
Mayor

¹If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

EXHIBIT 1
SCOPE OF SERVICES

Exhibit 1

Scope of Services

1. It is the intent of the City to award one (1) Agreement to a "Primary Vendor", per Group, based on the Highest Percentage Discount off Manufacturer's Price Lists resulting in the Lowest Total Price proposed by Respondent meeting all the terms and conditions of this RFQ

However, to ensure no disruption in service and delivery of Computer Software, Hardware, Peripherals, Supplies and Related Equipment specified herein to the City of Chicago, the Chief Procurement Officer reserves the right to award a separate Agreement to "Secondary and Tertiary Vendors", for each Group, meeting all the terms and conditions of this RFP

Departments will place orders with the "Secondary Vendor" only in the event that the "Primary Vendor" is found to be in Default of the Agreement. Also, should the "Secondary Vendor" be found in Default, Departments will be able to order from the "Tertiary Vendor."

2. Respondent must act as a licensing agent for the various listed and unlisted software manufacturers to facilitate the sale of perpetual and non-perpetual software licenses to the City of Chicago and its Sister Agencies. Respondent must have the ability to provide software upgrades and service outdated software. Upgrade is defined as an agreement purchased against a copy of software where the manufacturer agrees to provide software, documentation and service such as, but not limited to, new versions, patches, corrections and assistance with defects in the software Product.

Respondent must provide maintenance of Software being acquired pursuant to the specifications to include preventative maintenance, remedial maintenance as may be required, and program changes, updates, and enhancements which may be furnished by Respondent and/or Software manufacturer

The City may opt to purchase support for the licensed software if bundled with software subscriptions. The support must provide comprehensive direct phone, web, and email access to technical support specialists for problem resolution, bug reporting, documentation clarification and technical guidance.

3. A separate license is required for each machine on which any licensed software will be utilized.

The City is authorized to transfer the license to and use the licensed software on a backup machine when the designated machine or an associated unit required for use of the licensed software is temporarily inoperable and until operable status is restored and processing on the backup machine is completed. Also, if another machine for assembly or compilation of the licensed Software if the designated machine and its associated units do not provide the configuration required for assembly or completion.

Each additional license for Software (operating or applications) already licensed by the City under the Contract will be ordered separately. For additional licenses, in lieu of distribution from the Contractor, the City may elect to copy the licensed Software previously distributed to the City by the Contractor in machine readable form. Permission to copy granted will not apply to licensed Software provided in printed form.

In addition to the basic license for Software for each machine, the City may as part of the specifications require the Respondent to provide alternate types of licenses such as.

Installation License- the City is authorized to use the licensed Software on any other machine in the same installation as the designated machine. Same installation means a single room or contiguous rooms

Location License- the City is authorized to use the licensed Software on any other machine in the same location as the designated machine. Same location means single mailing address and contained within a single building.

Distributed License- the City is also authorized to use the licensed Software on other machines not covered under the Installation or Location License

4. Technology Upgrades-Set forth in the Cost Schedule is a list of the hardware equipment and other equipment components to be purchased by the City to operate the listed software. The hardware configuration sets forth the minimum specifications and capacity requirements that are necessary and sufficient for the daily operation of City departments.

The City may procure and deploy a configuration that varies from the listed Hardware and such deployed configuration will be deemed the recommended hardware configuration so long as such deployed configuration provides no less than the capacity and processing power provided by the recommended Hardware.

The recommended Hardware configuration includes any changes made thereto following the initial deployment hereunder that are agreed upon by the parties or are otherwise made in connection to this Agreement or the City's technology upgrade programs as established by the City from time to time

5. Technical Reference Manuals- Respondent must provide on or before the required delivery date for Computer Hardware, Software, Peripherals, Supplies, Related Equipment, one (1) complete set of all applicable reference manuals. Unless otherwise expressly prohibited by the Respondent/Manufacturer, said manuals may be reproduced by the City for its own internal use
6. At a minimum, the Respondent must provide monthly, quarterly and annual reports in an electronic Excel spreadsheet format to the Department of Business and Information Services and respective Using Department indicating total purchases of Computer Hardware, Software, Peripherals, and Related Equipment and total spend per department. Minimum reporting requirements include.

All Computer Hardware, Software, Peripherals, Supplies, Related Equipment, licenses, maintenance, support and upgrades purchased by departments, purchase order number, invoice number and date, list price, City price, quantity purchased, extended price, manufacturer name, and part number Contractor must also submit a summary of all City of Chicago software use within thirty (30) business days of Contract expiration or termination.

The Chief Procurement officer reserves the right to request additional reports through out the Contract term

7. Respondent must make deliveries at no charge, (F O.B.), City of Chicago, to various City Departments or Sister Agencies, to various shipping locations, regardless of the purchase order release amount.

Deliveries of Listed Products must be made to the City no later than thirty (30) business days from the time specified on the purchase order release, unless a later delivery date is approved by BIS All Unlisted Products must be delivered on or before the delivery time and date specified on the purchase order release.

Orders for all Personal Computers (PC's) and Laptops must ship to the configuration and staging center located at Computer Services and Consulting, Inc. (CS&C), Attn: Terry Crozier, 1613 S Michigan, Chicago, Illinois 60616 unless prior approval for different shipping arrangements are obtained from the Department of Business and Information Services. Respondent must call Terry Crozier at 312-360-1100 to make an appointment prior to delivery.

Also, the Respondent must be able to provide and arrange desktop delivery The driver is required to make desktop deliveries to locations specified on the purchase order release Drivers must have proper identification such as a driver's license and/or company identification. Trucks or vehicles may be subject to inspection by a City of Chicago Security Officer or authorized City personnel before entering any City facility

Deliveries must be made between the hours of 7 a m through 4 p m , Monday through Friday, excluding any holidays.

The City reserves the right to add or delete locations as required during the contract period.

RICHARD J. DALEY CENTER AND CITY HALL DELIVERIES

The following procedures must be adhered to for deliveries to the Richard J. Daley Center and City Hall:

- All deliveries must be pre-arranged utilizing the attached form. Notification must be provided at least forty-eight (48) hours in advance during the week and at least seventy-two (72) hours in advance for weekends and Mondays. A form will need to be filled out for each delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950. Call (312) 603-7890 to verify receipt of the fax and approval prior to making deliveries.
- Every delivery made to the building must be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's licenses (including replacement drivers). Copies need only be sent once. In addition, photographs of pre-approved drivers will be taken for the record.
- All delivery personnel will receive a temporary identification badge that must be worn at all times while in the building.
- All delivery vehicles will be searched prior to gaining access to the dock area.
- All unauthorized deliveries and unapproved drivers will not be allowed entrance into the building.

8. **Notice of Delay or Impossibility-** The Respondent must notify the Using Department within twenty-four (24) hours of receiving the purchase order release from the City of any Products that cannot be delivered for any reason within the time periods required. The Respondent must provide a written explanation of the reasons why the Products cannot be delivered in a timely manner, and a recommendation either; (1) for Product substitutions or other equipment solutions that will allow the City to achieve the same or better functionality, or (2) for variations from the terms of this contract (e.g., an extension of time to accommodate a manufacturer's delay) that will allow the Respondent to supply the merchandise. The City will have the sole discretion to accept or reject any or all recommendation of equipment substitutions and/or variations from the specifications herein.

In such instances that a Manufacturer discontinues a product, the Contractor must work with the BIS to identify and implement alternative options that maintain or reduce costs associated with the replacement.

Delivery of Listed Product must be made no more than seventy-two (72) hours after the delivery date specified on the quotation.

9. **Return of Listed Products -** The City may return any Product that is listed on the proposal pages for any reason, if the City notifies the Respondent of its intent to do so within forty-five (45) days of the City's receipt of the Products.

Return of Unlisted Products - The City may return any Unlisted Product up to forty-five (45) days after delivery of the Product to the City.

All unopened Products may be returned by the City for a full value within thirty (30) days of receipt. All opened Products may be returned for full value within sixty (60) days of receipt.

10. **Catalogs/Price Lists-** All pricing will be governed by the latest editions or supplements to current Manufacturer's published price lists unless specified otherwise on the Proposal Page. The Respondent will be responsible for notifying the Chief Procurement Officer, at least thirty (30) calendar days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

The Respondent is prohibited from providing any products that do not fall within a specific Group category. The Chief Procurement Officer reserves the right to restrict the purchase of any product or group of products contained within the Group category. For example, Group A: Computer Hardware, only hardware products can be purchased from this category. Therefore, no software, peripherals, network equipment or communication distribution products can be purchased from Group A.

The Chief Procurement Officer further reserves the right to lift restrictions or make changes to the restricted items at any time, when it is deemed to be in the best interest of the City. The Groups are as follows:

Group A- Software

Group B- Hardware-Dell

Group C- Hardware-Hewlett Packard

Group D- Hardware/Software-Sun Microsystems

Group E- Peripherals

Group F- Networking Equipment

Group G- Communication Distribution Products

Group H- Supplies, etc.

11. The Department of Business and Information Services technical architecture team will review each order for Products. This review will consider the following factors:
 - Adherence to City standards;
 - Feature/functions of manufacturer's current model;
 - Availability of product to meet City requirements;
 - Track record of the manufacturer's equipment both inside and outside the City;
 - Support availability from the City's outsourcer under the terms of their contract;
 - Total Cost of Ownership as defined by an independent research firm;
 - Current mixture of brands within the procuring department;
 - Guarantee by manufacturer to utilize exactly the same components for all devices in a single order.
12. The following items can be purchased by City of Chicago Using Departments without prior written approval by the Department of Business and Information Services:
 - Standard PC's
 - Standard Desktop Printers
 - Standard Desktop Scanners

BIS will provide the Respondent with a complete list of City of Chicago standard hardware after award of Agreement.

The following items require pre-approval from BIS before items are purchased and shipped to any Using Department:

- Network Devices (hubs, switches, routers, etc.)
- Network Printers
- Software
- Servers
- Server and PC upgrades (memory, disks, processors, etc)
- Any PC's, printers (including color printers) or scanners other than the standard items listed above

Failure to get prior approval from BIS on the items listed above will be cause to find the Contractor in default of this requirement and may result in the termination of Contract.

13. Unspecified Computer Hardware/Software, Peripherals, Supplies and Related Equipment-

Any Computer Hardware/Software, Peripherals, Supplies and Related Equipment not specifically listed herein may be added to this Agreement if they fall within the same specific category of Computer Hardware/Software, Peripherals, Supplies and Related Equipment originally awarded (e.g. Computer Hardware/Software, Peripherals, Supplies and Related Equipment, etc.). The lifetime dollar usage of each line item for the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment added to this Agreement must not exceed ten percent (10%) of the original Contract award amount.

The Department of Business and Information Services will notify the Contractor in writing of the required Computer Hardware/Software, Peripherals, Supplies and Related Equipment. A written request for price proposal for the addition of the proposed Computer Hardware/Software, Peripherals, Supplies and Related Equipment will be sent to the Contractor by the Department of Business and Information Services. Such Computer Hardware/Software, Peripherals, Supplies and Related Equipment may be added to the Agreement only if the prices are competitive with current market prices and said Computer Hardware/Software, Peripherals, Supplies and Related Equipment are approved by the Chief Procurement Officer in the form of a written Amendment signed by the Contractor and the City. The Chief Procurement Officer reserves the right to seek competitive pricing information on said Computer Hardware/Software, Peripherals, Supplies and Related Equipment from other suppliers and to procure such Computer Hardware/Software, Peripherals, Supplies and Related Equipment in a manner which serves the best interest of the City.

Any such Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided by the Contractor, without a properly executed Amendment are provided entirely at the Contractor's risk. Consequently, in the event that such Amendment is not executed by the City, the Contractor hereby releases the City from any liability whatsoever to pay for any Computer Hardware/Software, Peripherals, Supplies and Related Equipment provided prior to the Contractor's receipt of the fully signed Amendment.

14 Patents & Copyrights- The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation, (i) the copyright or patent in any work developed under this Proposal, and (ii) any rights of copyright or patent to which the Respondent purchases ownership with the funds awarded pursuant to this Proposal

If the federal government determines that a patent or copyright which is developed or purchased by the Respondent serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government. The Respondent must promptly and fully report to the federal government any discovery or invention arising out of, or developed in conjunction with the services for a determination as to

whether patent protection on such invention or discovery should be sought. The rights to such patent will be administered as set forth above and in 37 C.F.R. part 401 and in 28 C.F.R. '66 34.

Ownership of Documents- All required submittals including but not limited to work products, materials, documents, and reports, if any, described in this Proposal, will be the property of the City. Respondent will be responsible for any loss or damage to the documents while they are in its possession and any such document lost or damaged will be restored at the expense of the Contractor. If not restorable, the Respondent will be responsible for any loss suffered by the City on account of such destruction. Full access to all finished or unfinished document, data, studies and reports to be prepared by Respondent hereunder during the performance of this Contract will be available to the City during normal business hours upon reasonable notice.

Hold Harmless- Unless prohibited by state law, upon request by the Federal government, Respondent will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Contract.

EXHIBIT 2
SCHEDULE OF COMPENSATION

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
	A	Software				
1	A	Adobe	20880.01	\$50,000	0.1522	\$ 42,390.00
2	A	Adobe annual support/maintenance	92045.26	\$100,000	0.0521	\$ 94,790.00
3	A	Altiris, Inc.	20880.20	\$50,000	0.5600	\$ 22,000.00
4	A	Altiris, Inc. annual support/maintenance	92045.85	\$10,000	0.0240	\$ 9,760.00
5	A	Apple	20890.02	\$5,000	0.0515	\$ 4,742.50
6	A	Apple annual support and maintenance	92045.51	\$5,000	0.0610	\$ 4,695.00
7	A	Applimation	20880.04	\$50,000	0.0520	\$ 47,400.00
8	A	Applimation annual support/maintenance	92045.01	\$50,000	0.0630	\$ 46,850.00
9	A	Appworx	20880.06	\$20,000	0.0611	\$ 18,778.00
10	A	Appworx annual support/maintenance	92045.28	\$100,000	0.0573	\$ 94,270.00
11	A	Autodesk	20837.01	\$10,000	0.1021	\$ 8,979.00
12	A	Autodesk annual support/maintenance	92045.29	\$5,000	0.0940	\$ 4,530.00
13	A	Avid	20880.07	\$10,000	0.0660	\$ 9,340.00
14	A	Avid annual support/maintenance	92045.30	\$1,000	0.0540	\$ 946.00
15	A	BEA	20890.74	\$250,000	0.2511	\$ 187,225.00
16	A	BEA annual support/maintenance	92045.02	\$500,000	0.1009	\$ 449,550.00
17	A	Bentley Systems	20841.02	\$10,000	0.0613	\$ 9,387.00
18	A	Bentley Systems annual support/maintenance	92045.56	\$5,000	0.0721	\$ 4,639.50
19	A	Bindview	20890.85	\$10,000	0.2800	\$ 7,200.00
20	A	Bindview annual support/maintenance	92045.03	\$50,000	0.1000	\$ 45,000.00
21	A	Borland	20853.02	\$2,000	0.0512	\$ 1,897.60
22	A	Borland annual support/maintenance	92045.57	\$2,000	0.0500	\$ 1,900.00
23	A	Bottomline	20810.02	\$20,000	0.0200	\$ 19,600.00
24	A	Bottomline annual support/maintenance	92045.58	\$10,000	0.0200	\$ 9,800.00
25	A	Business Objects	20888.01	\$100,000	0.0900	\$ 91,000.00
26	A	Business Objects annual support/maintenance	92045.27	\$100,000	0.0900	\$ 91,000.00
27	A	Checkpoint	20890.89	\$20,000	0.3500	\$ 13,000.00
28	A	Checkpoint annual support/maintenance	92045.04	\$15,000	0.1000	\$ 13,500.00
29	A	Citrix	20890.01	\$20,000	0.3444	\$ 13,112.00
30	A	Citrix annual support/maintenance	92045.06	\$50,000	0.3422	\$ 32,890.00
31	A	Computer Associates	20890.79	\$10,000	0.1430	\$ 8,570.00
32	A	Computer Associates annual support/mainten	92045.07	\$10,000	0.1000	\$ 9,000.00
33	A	Corel	20850.01	\$10,000	0.1200	\$ 8,800.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
34	A	Corel annual support/maintenance	92045.31	\$10,000	0.0500	\$ 9,500.00
35	A	Deploy Solutions	20851.01	\$10,000	0.0200	\$ 9,800.00
36	A	Deploy Solutions annual support/maintenance	92045.68	\$10,000	0.0200	\$ 9,800.00
37	A	Eagle Point	20868.05	\$10,000	0.1013	\$ 8,987.00
38	A	Eagle Point annual support/maintenance	92045.66	\$5,000	0.1000	\$ 4,500.00
39	A	EMC	20890.27	\$30,000	0.1200	\$ 26,400.00
40	A	EMC annual support/maintenance	92045.08	\$30,000	0.3600	\$ 19,200.00
41	A	Extensis	20868.06	\$10,000	0.0520	\$ 9,480.00
42	A	Extensis annual support/maintenance	92045.72	\$10,000	0.0500	\$ 9,500.00
43	A	Faronics	20840.02	\$5,000	0.0810	\$ 4,595.00
44	A	Faronics annual support/maintenance	92045.32	\$2,000	0.0800	\$ 1,840.00
45	A	FAST search	20880.02	\$100,000	0.0700	\$ 93,000.00
46	A	FAST search annual support/maintenance	92045.10	\$30,000	0.0700	\$ 27,900.00
47	A	Filenet	20880.05	\$100,000	0.2500	\$ 75,000.00
48	A	Filenet annual support/maintenance	92045.11	\$20,000	0.2500	\$ 15,000.00
49	A	Fujitsu/Softek	20846.01	\$20,000	0.0500	\$ 19,000.00
50	A	Fujitsu/Softek annual support/maintenance	92045.12	\$20,000	0.0500	\$ 19,000.00
51	A	Gforge	20868.01	\$10,000	0.0200	\$ 9,800.00
52	A	Gforge annual support/maintenance	92045.33	\$5,000	0.0200	\$ 4,900.00
53	A	Heat	20880.09	\$20,000	0.0500	\$ 19,000.00
54	A	Heat annual support/maintenance	92046.01	\$5,000	0.0500	\$ 4,750.00
55	A	Hitachi	20890.68	\$30,000	0.4516	\$ 16,452.00
56	A	Hitachi annual support/maintenance	92045.13	\$30,000	0.1500	\$ 25,500.00
57	A	Hitec	20880.19	\$10,000	0.0200	\$ 9,800.00
58	A	Hitec annual support/maintenance	92045.75	\$5,000	0.0200	\$ 4,900.00
59	A	Infocorp	20846.10	\$10,000	0.2500	\$ 7,500.00
60	A	Infocorp annual support/maintenance	92045.73	\$10,000	0.2500	\$ 7,500.00
61	A	iLog	20867.05	\$100,000	0.3201	\$ 67,990.00
62	A	iLog annual support/maintenance	92045.59	\$20,000	0.3200	\$ 13,600.00
63	A	Intellireach	20890.92	\$50,000	0.1000	\$ 45,000.00
64	A	Intellireach annual support/maintenance	92045.14	\$100,000	0.0500	\$ 95,000.00
65	A	Jaws	20880.10	\$2,000	0.0300	\$ 1,940.00
66	A	Jaws annual support/maintenance	92045.35	\$1,000	0.0300	\$ 970.00
67	A	Juniper Networks	20890.20	\$10,000	0.0500	\$ 9,500.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
68	A	Juniper Networks annual support and mainten	92045.52	\$5,000	0.0500	\$ 4,750.00
69	A	Landesk	20890.72	\$10,000	0.1000	\$ 9,000.00
70	A	Landesk annual support/maintenance	92045.15	\$130,000	0.1200	\$ 114,400.00
71	A	Legato	20890.24	\$100,000	0.3600	\$ 64,000.00
72	A	Legato annual support/maintenance	92045.16	\$50,000	0.1200	\$ 44,000.00
73	A	Macromedia	20854.02	\$10,000	0.0500	\$ 9,500.00
74	A	Macromedia	92045.36	\$5,000	0.0560	\$ 4,720.00
75	A	McAfee	20890.91	\$30,000	0.1130	\$ 26,610.00
76	A	McAfee annual support/maintenance	92045.17	\$100,000	0.1200	\$ 88,000.00
77	A	MCM Technology	20810.52	\$10,000	0.0500	\$ 9,500.00
78	A	MCM Technology annual support/maintenance	92045.60	\$5,000	0.0500	\$ 4,750.00
79	A	Merant	20942.01	\$70,000	0.0500	\$ 66,500.00
80	A	Merant annual support/maintenance	92045.37	\$20,000	0.0500	\$ 19,000.00
81	A	Mitratech	20880.21	\$20,000	0.0200	\$ 19,600.00
82	A	Mitratech annual support/maintenance	92045.86	\$5,000	0.0200	\$ 4,900.00
83	A	Microsoft Select Agreement Level D	20890.71	\$250,000	0.1300	\$ 217,500.00
84	A	Network Associates	20890.90	\$10,000	0.0640	\$ 9,360.00
85	A	Network Associates annual support/maintenan	92045.18	\$10,000	0.0500	\$ 9,500.00
86	A	Network General	20890.23	\$5,000	0.0200	\$ 4,900.00
87	A	Network General annual support and mainten	92045.53	\$5,000	0.0200	\$ 4,900.00
88	A	NewSoft	20880.11	\$1,000	0.0500	\$ 950.00
89	A	NewSoft annual support/maintenance	92045.38	\$1,000	0.0500	\$ 950.00
90	A	Novell MLA	20890.76	\$20,000	0.1000	\$ 18,000.00
91	A	Novell MLA annual support/maintenance	92045.19	\$400,000	0.1000	\$ 360,000.00
92	A	Nuance	20880.12	\$5,000	0.0200	\$ 4,900.00
93	A	Nuance annual support/maintenance	92045.39	\$2,000	0.0200	\$ 1,960.00
94	A	O'Pin Systems	20880.03	\$100,000	0.1200	\$ 88,000.00
95	A	O'Pin Systems annual support/maintenance	92045.21	\$70,000	0.1200	\$ 61,600.00
96	A	Palm	20880.15	\$5,000	0.0540	\$ 4,730.00
97	A	Palm annual support/maintenance	92045.54	\$5,000	0.0500	\$ 4,750.00
98	A	Pentax	20888.01	\$10,000	0.0570	\$ 9,430.00
99	A	Pentax annual support/maintenance	92045.62	\$10,000	0.0500	\$ 9,500.00
100	A	Personal Information Manager Software	20880.22	\$50,000	0.0520	\$ 47,400.00
101	A	Personal Information Manager Software supp	92045.87	\$10,000	0.0500	\$ 9,500.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
102	A	Prosoft	20890.70	\$1,000	0.0500	\$ 950.00
103	A	Prosoft annual support/maintenance	92045.41	\$1,000	0.0500	\$ 950.00
104	A	Intellisync	20827.01	\$1,000	0.0500	\$ 950.00
105	A	Intellisync annual support/maintenance	92045.34	\$1,000	0.0500	\$ 950.00
106	A	Qarbon	20850.10	\$5,000	0.0500	\$ 4,750.00
107	A	Qarbon annual support/maintenance	92045.63	\$5,000	0.0500	\$ 4,750.00
108	A	Olympus	20880.17	\$5,000	0.0500	\$ 4,750.00
109	A	Olympus annual support/maintenance	92045.61	\$5,000	0.0500	\$ 4,750.00
110	A	Quark	20839.01	\$3,000	0.0500	\$ 2,850.00
111	A	Quark annual support/maintenance	92045.42	\$1,000	0.0500	\$ 950.00
112	A	Readsoft	20880.13	\$50,000	0.0500	\$ 47,500.00
113	A	Readsoft annual support/maintenance	92045.43	\$20,000	0.0500	\$ 19,000.00
114	A	RealInfo	20837.03	\$60,000	0.0500	\$ 57,000.00
115	A	Realinfo annual support/maintenance	92045.55	\$20,000	0.0500	\$ 19,000.00
116	A	Recruitmax	20851.02	\$10,000	0.0200	\$ 9,800.00
117	A	Recruitmax annual support/maintenance	92045.69	\$10,000	0.0200	\$ 9,800.00
118	A	RedHat	20890.67	\$100,000	0.2611	\$ 73,890.00
119	A	RedHat annual support/maintenance	92045.22	\$50,000	0.2600	\$ 37,000.00
120	A	Reveal	20876.50	\$25,000	0.0500	\$ 23,750.00
121	A	Reveal annual support/maintenance	92045.64	\$50,000	0.0500	\$ 47,500.00
122	A	Roxio	20870.01	\$1,000	0.0500	\$ 950.00
123	A	Roxio annual support/maintenance	92045.44	\$1,000	0.0500	\$ 950.00
124	A	Solarwind, Inc.	20890.03	\$10,000	0.0500	\$ 9,500.00
125	A	Solarwind, Inc. annual support/maintenance	92045.88	\$5,000	0.0500	\$ 4,750.00
126	A	SPI Dynamics	20890.87	\$10,000	0.1000	\$ 9,000.00
127	A	SPI Dynamics annual support/maintenance	92045.45	\$10,000	0.1000	\$ 9,000.00
128	A	SPSS	20882.01	\$15,000	0.1500	\$ 12,750.00
129	A	SPSS annual support/maintenance	92045.46	\$10,000	0.0200	\$ 9,800.00
130	A	Symantec	20890.93	\$70,000	0.3300	\$ 46,900.00
131	A	Symantec annual support/maintenance	92045.47	\$20,000	0.1500	\$ 17,000.00
132	A	Taleo	20581.03	\$30,000	0.0500	\$ 28,500.00
133	A	Taleo annual support/maintenance	92045.70	\$10,000	0.0500	\$ 9,500.00
134	A	TeleAtlas	20837.05	\$10,000	0.0300	\$ 9,700.00
135	A	TeleAtlas annual support/maintenance	92045.65	\$5,000	0.0300	\$ 4,850.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
136	A	Veritas	20890.78	\$250,000	0.3300	\$ 167,500.00
137	A	Veritas annual support/maintenance	92045.24	\$100,000	0.1500	\$ 85,000.00
138	A	Verity	20846.02	\$50,000	0.0500	\$ 47,500.00
139	A	Verity annual support/maintenance	92045.48	\$20,000	0.0500	\$ 19,000.00
140	A	Vertex	20854.01	\$35,000	0.0500	\$ 33,250.00
141	A	Vertex annual support/maintenance	92045.25	\$35,000	0.0500	\$ 33,250.00
142	A	Vianet	20837.02	\$10,000	0.0300	\$ 9,700.00
143	A	Vianet annual support/maintenance	92045.49	\$5,000	0.0300	\$ 4,850.00
144	A	Webfeat	20880.18	\$10,000	0.0500	\$ 9,500.00
145	A	Webfeat annual support/maintenance	92045.74	\$10,000	0.0500	\$ 9,500.00
146	A	Wise, Inc.	20890.04	\$20,000	0.1200	\$ 17,600.00
147	A	Wise, Inc. annual support/maintenance	92045.89	\$10,000	0.0700	\$ 9,300.00
148	A	Unlisted/Alternate Manufacturers-Software	20880.98	\$100,000	0.1000	\$ 90,000.00
149	A	Unlisted/Alternate Manufacturers-annual supp	92045.05	\$200,000	0.1000	\$ 180,000.00
					Total A	\$ 4,750,145.60
	B	Dell				
150	B	PCs	20453.13	\$1,000,000	0.1652	\$ 834,800.00
151	B	Laptops/handhelds/tablets	20454.95	\$500,000	0.1652	\$ 417,400.00
152	B	Servers	20491.01	\$500,000	0.1652	\$ 417,400.00
153	B	Components, parts, upgrades	92047.04	\$100,000	0.1300	\$ 87,000.00
					Total B	\$ 1,756,600.00
	C	Hewlett Packard				
154	C	PCs	20453.09	\$1,000,000	0.2052	\$ 794,800.00
155	C	Laptops/handhelds/tablets	20454.96	\$500,000	0.2012	\$ 399,400.00
156	C	Servers	20491.02	\$500,000	0.3052	\$ 347,400.00
157	C	Components, parts, upgrades	92047.07	\$100,000	0.1800	\$ 82,000.00
					Total C	\$ 1,623,600.00
	D	Sun Microsystems				
158	D	Hardware	20455.05	\$1,000,000	0.3302	\$ 669,800.00
159	D	Software	20840.01	\$200,000	0.3302	\$ 133,960.00
160	D	Annual support/maintenance	92047.10	\$1,000,000	0.1500	\$ 850,000.00
161					Total D	\$ 1,653,760.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
	E	Peripherals				
162	E	3COM/USRobotics	20464.95	\$10,000	0.1030	\$ 8,970.00
163	E	Adaptec	20532.94	\$10,000	0.1110	\$ 8,890.00
164	E	Adaptec annual support/maintenance	92047.01	\$5,000	0.1240	\$ 4,380.00
165	E	ADIC	20532.95	\$150,000	0.3100	\$ 103,500.00
166	E	ADIC annual support/maintenance	92047.02	\$50,000	0.3100	\$ 34,500.00
167	E	Alera	20439.01	\$5,000	0.0200	\$ 4,900.00
168	E	Alera annual support/maintenance	92047.11	\$2,000	0.0200	\$ 1,960.00
169	E	Altec Lansing	20468.91	\$5,000	0.0500	\$ 4,750.00
170	E	Altec Lansing annual support/maintenance	92047.26	\$2,000	0.0500	\$ 1,900.00
171	E	APC	20784.96	\$25,000	0.3000	\$ 17,500.00
172	E	APC annual support/maintenance	92047.03	\$10,000	0.3000	\$ 7,000.00
173	E	Apple	20468.95	\$10,000	0.0500	\$ 9,500.00
174	E	Avid	20468.92	\$1,000	0.0200	\$ 980.00
175	E	Avid annual support/maintenance	92047.12	\$2,000	0.0200	\$ 1,960.00
176	E	Boscom	20491.05	\$10,000	0.0500	\$ 9,500.00
177	E	Boscom annual support/maintenance	92047.27	\$5,000	0.0500	\$ 4,750.00
178	E	Cardsmart annual support/maintenance	92029.01	\$1,000	0.0200	\$ 980.00
179	E	Castelle	20491.03	\$20,000	0.0500	\$ 19,000.00
180	E	Castelle annual support/maintenance	92047.14	\$10,000	0.0500	\$ 9,500.00
181	E	Creative Labs	20468.93	\$1,000	0.0500	\$ 950.00
182	E	Creative Labs annual support/maintenance	92047.13	\$1,000	0.0500	\$ 950.00
183	E	EMC	20532.96	\$200,000	0.3600	\$ 128,000.00
184	E	EMC annual support/maintenance	92047.05	\$100,000	0.1200	\$ 88,000.00
185	E	Emulex	20464.90	\$10,000	0.0500	\$ 9,500.00
186	E	Emulex annual support/maintenance	92047.33	\$5,000	0.0500	\$ 4,750.00
187	E	Fujitsu storage	20532.97	\$100,000	0.1725	\$ 82,750.00
188	E	Fujitsu annual support/maintenance	92047.06	\$100,000	0.0660	\$ 93,400.00
189	E	Hitachi storage	20532.98	\$200,000	0.5600	\$ 88,000.00
190	E	Hitachi annual support/maintenance	92047.08	\$50,000	0.1500	\$ 42,500.00
191	E	Hitec tty desktop system	20453.20	\$200,000	0.0500	\$ 190,000.00
192	E	Hitec keyboards	20448.02	\$50,000	0.0500	\$ 47,500.00
193	E	Hitec annual support/maintenance	92047.41	\$100,000	0.0500	\$ 95,000.00
194	E	Hewlett Packard scanners	20488.01	\$250,000	0.2700	\$ 182,500.00

Cost Schedule

Line Item	Group	SSI	Commodity Code	Estimated Annual Purchase	Discount off MSRP	Extended Price
195	E	Hewlett Packard printers	20477.98	\$500,000	0.2700	\$ 365,000.00
196	E	Hewlett Packard plotters	20471.98	\$50,000	0.2700	\$ 36,500.00
197	E	IBM tablet pcs & accessones	20454.91	\$20,000	0.1700	\$ 16,600.00
198	E	IBM tablet pcs & accessories annual support/m	92047.34	\$5,000	0.1700	\$ 4,150.00
199	E	InFocus	20468.96	\$20,000	0.1500	\$ 17,000.00
200	E	Iomega	20432.01	\$5,000	0.1500	\$ 4,250.00
201	E	Iomega annual support/maintenance	92047.15	\$2,000	0.0500	\$ 1,900.00
202	E	Kingston	20468.97	\$10,000	0.0500	\$ 9,500.00
203	E	Logitech	20468.94	\$2,000	0.0500	\$ 1,900.00
204	E	Logitech annual support/maintenance	92047.16	\$1,000	0.0500	\$ 950.00
205	E	NEC	20454.93	\$10,000	0.1000	\$ 9,000.00
206	E	NEC annual support/maintenance	92047.28	\$5,000	0.1000	\$ 4,500.00
207	E	Nikon	20488.03	\$5,000	0.0500	\$ 4,750.00
208	E	Nikon annual support/maintenance	92047.35	\$2,000	0.0500	\$ 1,900.00
209	E	Noritsu	20446.01	\$500,000	0.0700	\$ 465,000.00
210	E	Noritsu annual support/maintenance	92047.18	\$100,000	0.0700	\$ 93,000.00
211	E	Okidata	20479.10	\$5,000	0.0500	\$ 4,750.00
212	E	Okidata annual support/maintenance	92047.37	\$2,000	0.0500	\$ 1,900.00
213	E	Olympus	20482.50	\$5,000	0.0500	\$ 4,750.00
214	E	Olympus annual support/maintenance	92047.37	\$2,000	0.0500	\$ 1,900.00
215	E	Palm	20454.94	\$5,000	0.0500	\$ 4,750.00
216	E	Palm annual support/maintenance	92047.29	\$2,000	0.0500	\$ 1,900.00
217	E	Panasonic Toughbooks	20454.97	\$50,000	0.2300	\$ 38,500.00
218	E	Panasonic annual support/maintenance	92047.09	\$10,000	0.2300	\$ 7,700.00
219	E	Penlink	20491.04	\$100,000	0.0580	\$ 94,200.00
220	E	Penlink annual support/maintenance	92047.19	\$50,000	0.0520	\$ 47,400.00
221	E	Pentax	20482.51	\$5,000	0.0540	\$ 4,730.00
222	E	Pentax annual support/maintenance	92047.38	\$2,000	0.0511	\$ 1,897.80
223	E	Primera Technologies	20480.01	\$20,000	0.0523	\$ 18,954.00
224	E	Primera Technologies annual support/mainten	92047.20	\$10,000	0.0501	\$ 9,499.00
225	E	Qlogic	20464.94	\$10,000	0.1112	\$ 8,888.00
226	E	Qlogic annual support/maintenance	92047.21	\$5,000	0.1002	\$ 4,499.00
227	E	Research in Motion	20454.90	\$5,000	0.0200	\$ 4,900.00
228	E	Research in Motion annual support/maintenac	92047.39	\$5,000	0.0200	\$ 4,900.00

Cost Schedule

Line Item	Group	SSI-	Commodity Code	Estimated Annual Purchase	SSI Price	Extended Price
	E	Research in Motion annual support/	92047.39	\$5,000	2.00%	\$ 4,900.00
229	E	Sandisk	20432.10	\$5,000	5.00%	\$ 4,750.00
230	E	Sandisk annual support/maintenanc	92047.30	\$2,000	5.00%	\$ 1,900.00
231	E	Symbol Palm	20490.02	\$50,000	7.00%	\$ 46,500.00
232	E	Symbol Palm annual support/mainte	92047.22	\$10,000	7.00%	\$ 9,300.00
233	E	Sony	20454.92	\$10,000	10.00%	\$ 9,000.00
234	E	Sony annual support/maintenance	92047.40	\$5,000	10.00%	\$ 4,500.00
235	E	Tek	20460.01	\$10,000	2.00%	\$ 9,800.00
236	E	Tek annual support/maintenance	92047.23	\$5,000	2.00%	\$ 4,900.00
237	E	Visioneer	20488.02	\$5,000	5.00%	\$ 4,750.00
238	E	Visioneer annual support/maintenar	92047.24	\$2,000	5.00%	\$ 1,900.00
239	E	Western Digital	20435.01	\$10,000	7.00%	\$ 9,300.00
240	E	Western Digital annual support/mai	92047.25	\$5,000	7.00%	\$ 4,650.00
241	E	Windows	20491.09	\$100,000	15.00%	\$ 85,000.00
242	E	Windows annual support/maintenar	92047.43	\$50,000	15.00%	\$ 42,500.00
243	E	Unlisted/Alternate Manufacturers	20532.99	\$200,000	10.00%	\$ 180,000.00
244	E	Digital Cameras	20414.19	\$50,000	10.00%	\$ 45,000.00
					Total E	\$ 3,073,887.80
				Annual Total		\$ 12,857,993.40
				Total for 5 yrs		\$ 64,289,967.00

CITY OF CHICAGO BLANKET PURCHASE ORDER

Original (DPS)
Reprint

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	06	13783	40767	1010918	A	1/1/2007	12/31/2011	1

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	20880.01	ADOBE SOFTWARE	USD	0.00
2	92045.26	ADOBE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
3	20880 20	ALTIRIS SOFTWARE	USD	0.00
4	92045.85	ALTIRIS, INC. ANNUAL/MAINTENANCE	USD	0.00
5	20890.02	APPLE SOFTWARE	USD	0.00
6	92045.51	APPLE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
7	20880.04	APPLIMATION SOFTWARE	USD	0.00
8	92045.01	APPLIMATION ANNUAL SUPPORT/MAINTENANCE	USD	0.00
9	20880.06	APPWORX SOFTWARE	USD	0 00
10	92045.28	APPWORX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
11	20837 01	AUTODESK SOFTWARE	USD	0.00
12	92045.29	AUTODESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
13	20880 07	AVID SOFTWARE	USD	0.00
14	92045.30	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
15	20890.74	BEA SOFTWARE	USD	0.00
16	92045 02	BEA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
17	20841 02	BENTLEY SYSTEMS SOFTWARE	USD	0 00
18	92045.56	BENTLEY SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
19	20890 65	BINDERVIEW SOFTWARE	USD	0.00
20	92045 03	BINDERVIEW ANNUAL SUPPORT/MAINTENANCE	USD	0 00
21	20853.02	BORLAND SOFTWARE	USD	0 00
22	92045.57	BORLAND ANNUAL SUPPORT/MAINTENANCE	USD	0.00
23	20810.02	BOTTOMLINE SOFTWARE	USD	0.00
24	92045 58	BOTTOMLINE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
25	20888.01	BUSINESS OBJECTS SOFTWARE	USD	0 00
26	92045 27	BUSINESS OBJECTS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
27	20890 89	CHECKPOINT SOFTWARE	USD	0 00
28	92045.04	CHECKPOINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
29	20890 01	CITRIX SOFTWARE	USD	0.00
30	92045 06	CITRIX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
31	20890 79	COMPUTER ASSOCIATES SPFTWARE	USD	0.00
32	92045 07	COMPUTER ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
33	20850.01	COREL SOFTWARE	USD	0 00
34	92045.31	COREL ANNUAL SUPPORT/MAINTENANCE	USD	0.00

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**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

**Original (DPS)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
	06	13783	40767	1010918	A	1/1/2007	12/31/2011	2

BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
35	20851.01	DEPLOY SOLUTIONS SOFTWARE	USD	0 00
36	92045.68	DEPLOY SOLUTIONS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
37	20868.05	EAGLE POINT SOFTWARE	USD	0.00
38	92045.66	EAGLE POINT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
39	20890.27	EMC SOFTWARE	USD	0 00
40	92045.08	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
41	20868.06	EXTENSIS SOFTWARE	USD	0.00
42	92045.72	EXTENSIS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
43	20840.02	FARONICS SOFTWARE	USD	0 00
44	92045 32	FARONICS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
45	20880 02	FAST SEARCH SOFTWARE	USD	0 00
46	92045.10	FAST SEARCH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
47	20880.05	FILENET SOFTWARE	USD	0 00
48	92045 11	FILENET ANNUAL SUPPORT/MAINTENANCE	USD	0 00
49	20846.01	FUJITSU/SOFTEK SOFTWARE	USD	0 00
50	92045.12	FUJITSU/SOFTEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
51	20868 01	GFORGE SOFTWARE	USD	0.00
52	92045.33	GFORGE ANNUAL SUPPORT/MAINTENANCE	USD	0 00
53	20880.09	HEAT SOFTWARE	USD	0 00
54	92046.01	HEAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
55	20890 68	HITACHI SOFTWARE	USD	0 00
56	92045 13	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
57	20880.19	HITEC SOFTWARE	USD	0.00
58	92045 75	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
59	20846 10	INFOCORP SOFTWARE	USD	0.00
60	92045 73	INFOCORP ANNUAL SUPPORT/MAINTENANCE	USD	0 00
61	20867 05	ILOG SOFTWARE	USD	0 00
62	92045 59	ILOG ANNUAL SUPPORT/MAINTENANCE	USD	0 00
63	20890.92	INTELLIREACH SDOFTWARE	USD	0 00
64	92045.14	INTELLIREACH ANNUAL SUPPORT/MAINTENANCE	USD	0 00
65	20880.10	JAWS SOFTWARE	USD	0 00
66	92045.35	JAWS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
67	20890.20	JUNIPER NETWORKS SOFTWARE	USD	0 00
68	92045.52	JUNIPER NETWORKS ANNUAL SUPPORT/MAINTENANCE	USD	0 00

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BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
69	20890.72	LANDESK SOFTWARE	USD	0 00
70	92045 15	LANDESK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
71	20890 24	LEGATO SOFTWARE	USD	0 00
72	92045 16	LEGATO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
73	20854.02	MACROMEDIA SOFTWARE	USD	0 00
74	92045 36	MACROMEDIA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
75	20890.91	MCAFEE SOFTWARE	USD	0 00
76	92045 17	MCAFEE ANNUAL SUPPORT/MAINTENANCE	USD	0 00
77	20810 52	MCM TECHNOLOGY SOFTWARE	USD	0.00
78	92045 60	MCM TECHNOLOGY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
79	20942 01	MERANT SOFTWARE	USD	0.00
80	92045.37	MERANT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
81	20880 21	MITRATECH SOFTWARE	USD	0.00
82	92045 86	MITRATECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
83	20890.71	MICROSOFT SELECT AGREEMENT LEVEL D SOFTWARE	USD	0 00
84	20890.90	NETWORK ASSOCIATES SOFTWARE	USD	0 00
85	92045.18	NETWORK ASSOCIATES ANNUAL SUPPORT/MAINTENANCE	USD	0 00
86	20890 23	NETWORK GENERAL SOFTWARE	USD	0.00
87	92045.53	NETWORK GENERAL ANNUAL SUPPORT/MAINTENANCE	USD	0 00
88	20880.11	NEWSOFT SOFTWARE	USD	0 00
89	92045.38	NEWSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
90	20890.76	NOVELL MLA SOFTWARE	USD	0 00
91	92045.19	NOVELL MLA ANNUAL SUPPORT/MAINTENANCE	USD	0 00
92	20880.12	NUANCE SOFTWARE	USD	0 00
93	92045.39	NUANCE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
94	20880 03	O'PIN SYSTEMS SOFTWARE	USD	0 00
95	92045 21	O'PIN SYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
96	20880.15	PALM SOFTWARE	USD	0.00
97	92045.54	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0 00
98	20888.01	PENTEX SOFTWARE	USD	0 00
99	92045.62	PENTEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
100	20880 22	PERSONAL INFORMATION MANAGER SOFTWARE	USD	0 00
101	92045.87	PERSONAL INFORMATION MANAGER ANNUAL SUPPORT/MAINTENANCE	USD	0 00
102	20890 70	PROSOFT SOFTWARE	USD	0 00

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BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

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3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
103	92045 41	PROSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
104	20827.01	INTELLISYNC SOFTWARE	USD	0.00
105	92045.34	INTELLISYNC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
106	20850.10	QARBON SOFTWARE	USD	0 00
107	92045 63	QARBON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
108	20880 17	OLYMPUS SOFTWARE	USD	0 00
109	92045.61	OLYMPUS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
110	20839 01	QUARK SOFTWARE	USD	0 00
111	92045.42	QUARK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
112	20880 13	READSOFT SOFTWARE	USD	0.00
113	92045.43	READSOFT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
114	20837 03	REALINFO SOFTWARE	USD	0.00
115	92045.55	REALINFO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
116	20851.02	RECRUITMAX SOFTWARE	USD	0.00
117	92045.69	RECRUITMAX ANNUAL SUPPORT/MAINTENANCE	USD	0 00
118	20890.67	RED HAT SOFTWARE	USD	0 00
119	92045.22	RED HAT ANNUAL SUPPORT/MAINTENANCE	USD	0 00
120	20876 50	REVEAL SOFTWARE	USD	0 00
121	92045 64	REVEAL ANNUAL SUPPORT/MAINTENANCE	USD	0 00
122	20870 01	ROXIO SOFTWARE	USD	0 00
123	92045.44	ROXIO ANNUAL SUPPORT/MAINTENANCE	USD	0.00
124	20890 03	SOLARWIND, INC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
125	92045 88	SOLARWIND, INC. ANNUAL SUPPORT/MAINTENANCE	USD	0.00
126	20890 87	SPI SYNAMICS SOFTWARE	USD	0 00
127	92045 45	SPI SYNAMICS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
128	20882 01	SPSS SOFTWARE	USD	0 00
129	92045 46	SPSS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
130	20890.93	SYMANTEC SOFTWARE	USD	0.00
131	92045 47	SYMANTEC ANNUAL SUPPORT/MAINTENANCE	USD	0 00
132	20851 03	TALEO SOFTWARE	USD	0.00
133	92045.70	TALEO ANNUAL SUPPORT/MAINTENANCE	USD	0 00
134	20837 05	TELEATLAS SOFTWARE	USD	0.00
135	92045.65	TELEATLAS ANNUAL SUPPORT/MAINTENANCE	USD	0 00
136	20890.78	VERITAS SOFTWARE	USD	0 00

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BUYER:

126152 VICTORIA SANTIAGO 312-744-9760

ORDERED FROM:

SYSTEMS SOLUTIONS, INC.
3630 COMMERCIAL AVE. (EFT)
NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
137	92045 24	VERITAS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
138	20846.02	VERITY SOFTWARE	USD	0.00
139	92045.48	VERITY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
140	20854 01	VERTEX SOFTWARE	USD	0.00
141	92045.25	VERTEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
142	20837 02	VIANET SOFTWARE	USD	0.00
143	92045.49	VIANET ANNUAL SUPPORT/MAINTENANCE	USD	0.00
144	20880 18	WEBFEAT SOFTWARE	USD	0.00
145	92045 74	WEBFEAT ANNUAL SUPPORT/MAINTENANCE	USD	0.00
146	20890 04	WISE, INC SOFTWARE	USD	0.00
147	92045.89	WISE, INC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
148	20880 98	UNLISTED/ALTERNATE MANUFACTURERS SOFTWARE	USD	0.00
149	92045.05	UNLISTED/ALTERNATE MANUFACTURERS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
150	20453.13	DELL PERSONAL COMPUTERS	USD	0.00
151	20454 95	DELL LAPTOPS/HANDGELDS/TABLETS	USD	0.00
152	20491 01	DELL SERVERS	USD	0.00
153	92047 04	DELL COMPONENTS, PARTS, UPGRADES	USD	0.00
154	20453.09	HEWLETT PACKARD PERSONAL COMPUTERS	USD	0.00
155	20454 96	HEWLETT PACKARD LAPTOPS/HANDHELD/TABLETS	USD	0.00
156	20491.02	HEWLETT PACKARD SERVERS	USD	0.00
157	92047.07	HEWLETT PACKARD COMPONENTS, PARTS, UPGRADES	USD	0.00
158	20455 05	SUN MICROSYSTEMS HARDWARE	USD	0.00
159	20840.01	SUN MICROSYSTEMS SOFTWARE	USD	0.00
160	92047.10	SUN MICROSYSTEMS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
161	20464 95	3COM/US ROBOTICS PERIPHERALS	USD	0.00
162	20532 94	ADAPTEC PERIPHERALS	USD	0.00
163	92047.01	ADAPTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
164	20532 95	ADIC PERIPHERALS	USD	0.00
165	92047 02	ADIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
166	20439.01	ALERA PERIPHERALS	USD	0.00
167	92047 11	ALERA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
168	20468 91	ALTEC PERIPHERALS	USD	0.00
169	92047 26	ALTEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
170	20784.96	APC PERIPHERALS	USD	0.00

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NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
171	92047 03	APC PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
172	20468 95	APPLE PERIPHERALS	USD	0.00
173	20468.92	AVID PERIPHERALS	USD	0.00
174	92047 12	AVID ANNUAL SUPPORT/MAINTENANCE	USD	0.00
175	20491.05	BOSCOM PERIPHERALS	USD	0.00
176	92047 27	BOSCOM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
177	92029 01	CARDSMART PERIPHERALS	USD	0.00
178	20491 03	CASTELLE PERIPHERALS	USD	0.00
179	92047 14	CASTELLE ANNUAL SUPPORT/MAINTENANCE	USD	0.00
180	20468 93	CREATIVE LABS PERIPHERALS	USD	0.00
181	92047 13	CREATIVE LABS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
182	20532.96	EMC PERIPHERALS	USD	0.00
183	92047.05	EMC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
184	20464 90	EMULEX PERIPHERALS	USD	0.00
185	92047 33	EMULEX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
186	20532.97	FUJITSU PERIPHERALS	USD	0.00
187	92047 06	FUJITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
188	20532.96	HITACHI PERIPHERALS	USD	0.00
189	92047 08	HITACHI ANNUAL SUPPORT/MAINTENANCE	USD	0.00
190	20453.20	HITEC TTY DESKTOP SYSTEM	USD	0.00
191	20448 02	HITEC KEYBOARDS	USD	0.00
192	92047 41	HITEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
193	20488.01	HEWLETT PACKARD SCANNERS	USD	0.00
194	20477 98	HEWLETT PACKARD PRINTERS	USD	0.00
195	20471 98	HEWLETT PACKARD PLOTTERS	USD	0.00
196	20454 91	IBM TABLET PC AND ACCESSORIES	USD	0.00
197	92047 34	IBM TABLET PC AND ACCESSORIES ANNUAL SUPPORT/MAINTENANCE	USD	0.00
198	20468 96	INFOCUS PERIPHERALS	USD	0.00
199	20432 01	IOMEGA PERIPHERALS	USD	0.00
200	92047 15	IOMEGA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
201	20468.97	KINGSTON PERIPHERALS	USD	0.00
202	20468 94	LOGITECH PERIPHERALS	USD	0.00
203	92047 16	LOGITECH ANNUAL SUPPORT/MAINTENANCE	USD	0.00
204	20454 93	NEC PERIPHERALS	USD	0.00

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COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
205	92047.28	NEC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
206	20488.03	NIKON PERIPHERALS	USD	0.00
207	92047.35	NIKON ANNUAL SUPPORT/MAINTENANCE	USD	0.00
208	20446.01	NORITSU PERIPHERALS	USD	0.00
209	92047.17	NORITSU ANNUAL SUPPORT/MAINTENANCE	USD	0.00
210	20479 10	OKIDATA PERIPHERALS	USD	0.00
211	92047.37	OKIDATA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
212	20482.50	OLYMPUS PERIPHERALS	USD	0.00
213	20454 94	PALM PERIPHERALS	USD	0.00
214	92047 29	PALM ANNUAL SUPPORT/MAINTENANCE	USD	0.00
215	20454 97	PANASONIC TOUGHBOOKS	USD	0.00
216	92047 09	PANASONIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
217	20491 04	PENLINK PERIPHERALS	USD	0.00
218	92047.19	PENLINK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
219	20482.51	PENTAX PERIPHERALS	USD	0.00
220	92047 38	PENTAX ANNUAL SUPPORT/MAINTENANCE	USD	0.00
221	20480 01	PRIMERA TECHNOLOGIES	USD	0.00
222	92047.20	PRIMERA ANNUAL SUPPORT/MAINTENANCE	USD	0.00
223	20464 94	QLOGIC PERIPHERALS	USD	0.00
224	92047 21	QLOGIC ANNUAL SUPPORT/MAINTENANCE	USD	0.00
225	20454.90	RESEARCH IN MOTION PERIPHERALS	USD	0.00
226	92047.39	RESEARCH IN MOTION PERIPHERALS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
227	20432.10	SCANDISK PERIPHERALS	USD	0.00
228	92047 30	SCANDISK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
229	20490 02	SYMBOL PERIPHERALS	USD	0.00
230	92047 22	SYMBOL ANNUAL SUPPORT/MAINTENANCE	USD	0.00
231	20454 92	SONY PERIPHERALS	USD	0.00
232	92047 40	SONY ANNUAL SUPPORT/MAINTENANCE	USD	0.00
233	20460 01	TEK PERIPHERALS	USD	0.00
234	92047.23	TEK ANNUAL SUPPORT/MAINTENANCE	USD	0.00
235	20488 02	VISIONEER PERIPHERALS	USD	0.00
236	92047 24	VISIONEER ANNUAL SUPPORT/MAINTENANCE	USD	0.00
237	20435.01	WESTERN DIGITAL PERIPHERALS	USD	0.00
238	92047 25	WESTERN DIGITAL ANNUAL SUPPORT/MAINTENANCE	USD	0.00

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NORTHBROOK, IL 60062

PO DESCRIPTION: COMPUTER HARDWARE, SOFTWARE, PERIPHERALS, SUPPLIES AND RELATED EQUIPMENT

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
239	20491.09	WINDOWS WINDOWS PERIPHERALS	USD	0 00
240	92047.43	WINDOWS WINDOWS ANNUAL SUPPORT/MAINTENANCE	USD	0.00
241	20532 99	UNLISTED/ALTERNATIVE MANUFACTURERS-PERIPHERALS	USD	0 00
242	20414.19	DIGITAL CAMERAS	USD	0.00

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EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND
WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)**

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 16.9%
WBE Contract Goal: 4.5%

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. **"Minority Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance

Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

- D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. **Joint Ventures**

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. **Counting MBE/WBE Participation Toward the Contract Goals**

- A. The inclusion of any MBE or WBE in the contractors MBE/WBE Utilization Plan shall not conclusively establish the contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)

- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/proposer must provide the following information:

- a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/proposers own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme

circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
1040 Avenue of the Americas, 2nd floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business
Development Council
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

ATTACHMENT A – ASSIST AGENCY

AFRICAN AMERICAN CONTRACTORS ASSOCIATION
3901 S. STATE
CHICAGO, IL 60653
PHONE #: (312) 915-5960
FAX #: (312) 567-9919
WEB: NONE
EMAIL: OMARAACA@HOTMAIL.COM
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE
222 W. CERMAK ROAD
SUITE 303
CHICAGO, IL 60616
PHONE #: (312) 293-1249
FAX #: (312) 293-3642
WEB: WWW.ASIANAMERICANALLIANCE.COM
EMAIL: CTAKADA@ASIANAMERICANALLIANCE.COM
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION
ENTERPRISES
333 N. OGDEN AVENUE
CHICAGO, IL 60607
PHONE #: (312) 563-0746
FAX #: (312) 666-1785
WEB: NONE
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED
400 W. 76TH STREET
SUITE 200
CHICAGO, IL 60620
PHONE #: (773) 483-4000
FAX #: (773) 483-4150
WEB: WWW.BLACKCONTRACTORSUNITED.COM
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT
COUNCIL, INC.
1 EAST WACKER DRIVE
SUITE 1200
CHICAGO, IL 60601
PHONE #: (312) 755-8880
FAX #: (312) 755-8890
WEB: WWW.CMBDC.ORG
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE
220 S. STATE STREET
11TH FLOOR
CHICAGO, IL 60604
PHONE #: (312) 692-0766 EXT. 256
FAX #: (312) 692-0769
WEB: WWW.CUL-CHICAGO.ORG
EMAIL: JARCHIE@CUL-CHICAGO.ORG
ATTN: JOAN ARCHIE, DIRECTOR OF
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE
560 WEST LAKE ST., SUITE 5TH FLOOR
CHICAGO, IL 60661
PHONE #: (312) 786-0212
FAX #: (312) 234-9807
WEB: WWW.CCHAMBER.ORG
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS
5650 S. ARCHER AVENUE
CHICAGO, IL 60638
PHONE #: (312) 360-1122
FAX #: (312) 360-0239
WEB: WWW.FWCCHICAGO.COM/
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY
ASSOCIATION (HACIA)
901 WEST JACKSON BOULEVARD
SUITE 205
CHICAGO, IL 60607
PHONE #: (312) 666-5910
FAX #: (312) 666-5692
WEB: WWW.HACIAWORKS.ORG
EMAIL: MAILTO:CSATOY@HACIAWORKS.ORG
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE
3512 WEST FULLERTON AVENUE
CHICAGO, IL 60647
PHONE #: (773) 252-5211
FAX #: (773) 252-7065
WEB:
WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM
EMAIL:
LACC@LATINAMERICANCHAMBEROFCOMMERCE.COM
ATTN: ANTHONY GUILLEN, DIRECTOR

ILLINOIS HISPANIC CHAMBER OF COMMERCE
(FORMERLY MACC)
33 N. LASALLE STREET
SUITE 1720
CHICAGO, IL 60602
PHONE #: (312) 372-3010
FAX #: (312) 372-3403
WEB: WWW.MACCBUSINESS.COM
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS
CHICAGO CHAPTER
330 S. WELLS STREET
SUITE 1110
CHICAGO, IL 60606
PHONE #: (312) 322-0990
FAX #: (312) 461-0238
WEB: WWW.NAWBOCHICAGO.ORG
EMAIL: INFO@NAWBOCHICAGO.COM
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION
930 E. 50TH STREET
CHICAGO, IL 60615
PHONE #: (773) 256-2728
FAX #: (773) 256-2751
WEB: WWW.RAINBOWPUSH.ORG
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE BUREAU

SUBURBAN BLACK CONTRACTORS
848 DODGE AVENUE
SUITE 347
EVANSTON, IL 60202
PHONE #: (847) 359-5356
FAX #: (847) 359-5367
WEB: NONE
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK ASSOCIATION (SIN)
STREET ADDRESS:
2100 W. WASHINGTON
CHICAGO, IL 60612
PHONE #: (312) 850-1665
FAX #: (312) 850-1665
WEB: NONE
ATTN: DIANE JONES, PRESIDENT
ATTN: ARNETTE KING, GENERAL MANAGER

MAILING ADDRESS:
P.O. BOX 1113
CHICAGO, IL 60608

TRITON COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER
2000 FIFTH AVENUE
ROOM R-201
RIVER GROVE, IL 60171
PHONE #: (708) 456-0300 EXT. 3714
FAX #: (708) 583-3114
WEB: WWW.TRITON.EDU
EMAIL: GBARNES@TRITON.EDU
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE DEVELOPMENT

UPTOWN CENTER HULL HOUSE
4520 N. BEACON STREET
CHICAGO, IL 60640
PHONE #: (773) 561-3500
FAX #: (773) 561-3507
WEB: WWW.HULLHOUSE.ORG/EDU.HTM
Email: MAILTO:CROESCHLEY@HULLHOUSE.ORG
ATTN: CURT ROESCHLEY, DIRECTOR
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER
8 SOUTH MICHIGAN AVENUE
SUITE 400
CHICAGO, IL 60603
PHONE #: (312) 853-3477
FAX #: (312) 853-0145
WEB: WWW.WBDC.ORG
Email: MAILTO:HRATNER@WBDC.ORG
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF COMMERCE
1210 W. ROSEDALE
CHICAGO, IL 60660
PHONE #: (773) 303-0167
FAX #: (773) 303-0168
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)
BARRY A. FLYNN, EXECUTIVE DIRECTOR

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

_____ at _____
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

 - (b) Dollar amounts of anticipated on-going contributions: _____
 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture: _____

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing: _____

- B. Authority to enter contracts on behalf of the joint venture: _____

- C. Signing, co-signing and/or collateralizing loans: _____

- D. Acquisition of lines of credit: _____

- E. Acquisition and indemnification of payment and performance bonds: _____

- F. Negotiating and signing labor agreements: _____

- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
2. Major purchases: _____

3. Estimating: _____

 4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Date _____

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: _____

(SEAL)



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

September 1, 2006

Naushad Ali, President
System Solutions, Inc.
3630 Commercial Avenue
Northbrook, Illinois 60062

Dear Mr. Ali:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until September 1, 2007.

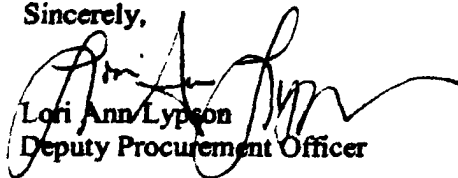
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Computer Systems Sales and Service; Networking Installation

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

mck



of Chicago
and Mr. Daley Mayor

**REPORT OF
MEDICAL SERVICE**

444 A. J. van der Vliet
(Procurement) 111 cor

Hall Room 401
North La Salle Street
Chicago, Illinois 60602
1 744-4900
1 744 2449 (11 Y)
"www.cny4chicago.org"

September 1, 2006

**Diana Conley, President
Advotek Incorporated
148 Ogden Avenue
Downers Grove, Illinois 60515**

Dear Ms Conley:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until September 1, 2007.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s)

Sale and Service of Micro Computers

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

~~Lon And Lypson~~
~~Deputy Procurement Officer~~

mck

NEIGHBORHOODS



SCHEDULE C-1

Name of Project/Contract Computer Hardware, Software, Peripherals, and Related Equipment
Specification Number: 40767

From Advotek Inc MBE Yes ___ No X
(Name of MBE/WBE Firm) WBE Yes X No ___

To System Solutions Inc. and the City of Chicago
(Name of Prime Contractor)

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of Nov. to Nov. for a period of five (5) years

Extension letter dated November 1, 2006
The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Hardware

The above described performance is offered for the following price and described terms of payment.

5% of awarded amount, \$3,214,498.30

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago

Diana Conley
(Signature of Owner, President or Authorized Agent of MBE/WBE)

Diana Conley, president
Name /Title (Print)

August 14, 2006
Date

630-964-7762
Phone

SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Contract Name Computer Hardware, Software, Peripherals, and Related Equipment

Specification No 40767

State of ILLINOIS

County (City) of COOK

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached)

I Direct Participation of MBE/WBE Firms

(Note. The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification (Certification of the bidder/proposer as a MBE satisfies the MBE goal only Certification of the bidder/proposer as a WBE satisfies the WBE goal only)
- B If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture

C MBE/WBE Subcontractors/Suppliers/Consultants

1 Name of MBE/WBE ADVOTEK INC.

Address 148 OGDEN AVE., DOWNERS GROVE, IL 60515

Contact Person DIANA CONLEY

Phone 630-964-2262

Dollar Amount Participation: \$ 3,214,498.30

Percent Amount of Participation. 5 %

Schedule C-1 attached? Yes ☒ No ☐ *
*(see next page)

2 Name of MBE/WBE: _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation. \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes ☐ No ☐ *
*(see next page)

3 Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes ☐ No ☐ *
*(see next page)

4 Name of MBE/WBE _____

Address _____

Contact Person _____

Phone. _____

Dollar Amount Participation \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

5 Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *
*(see next page)

6 Attach additional sheets as needed

- * All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

II Indirect Participation of MBE/WBE Firms

(Note This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A Name of MBE/WBE _____

Address _____

Contact Person _____

Phone _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

B Name of MBE/WBE _____

Address: _____

Contact Person: _____

Phone _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

C Name of MBE/WBE _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes _____ No _____ *

D Name of MBE/WBE _____

Address _____

Contact Person: _____

Phone _____

Dollar Amount \$ _____

Participation.

Percent Amount of Participation _____ %

Schedule C-1 attached? Yes _____ No _____ *

E Attach additional sheets as needed.

* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date)

III Summary of MBE/WBE Proposal

A. MBE Proposal

1 MBE Direct Participation (from Section I)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation	\$ _____	_____ %

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B WBE Proposal

1 WBE Direct Participation (from Section I)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

2 WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ <u>3,214,498.30</u>	<u>5</u> %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted

The contractor designates the following person as their MBE/WBE Liaison Officer

Name ZULFI SYLA

Phone Number 847-272-6160

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit

[Signature]

Signature of Affiant (Date)

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 12/6/06 (date)

by NAUSHAD ALI (name /s of person/s)

as PRESIDENT (type of authority, e g., officer, trustee, etc)

of SYSTEM SOLUTIONS INC (name of party on behalf of whom instrument executed)

[Signature]

Signature of Notary Public

(Seal)



MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Contractor/Contractor - Print or Type)

(Address of Prime Consultant/Contractor) (_____) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ _____

Total WBE: \$ _____

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable

SYSTEM SOLUTIONS INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is

1 ☒ the Applicant

OR

2 ☐ a legal entity holding a direct or indirect interest in the Applicant State the legal name of the Applicant in which Disclosing Party holds an interest. _____

OR

3 ☐ a specified legal entity with a right of control (see Section II B 1.b) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B Business address of Disclosing Party 3630 COMMERCIAL AVE.
NORTHBROOK, IL 60062

C Telephone 847-272-6160 Fax 847-272-8465 Email ZULEI@THESSI.COM

D Name of contact person: ZULEI SAYLA

E Federal Employer Identification No (if you have one): 36-3589055

F Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains (Include project number and location of property, if applicable)

RFP # 2043 SPECIFICATION # 40767

G Which City agency or department is requesting this EDS? CITY OF CHICAGO DEPT. OF PROCUREMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following

Specification # 40767 and Contract # 13783

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1 Indicate the nature of the Disclosing Party.

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B 1 b below

2 For legal entities, the state (or foreign country) of incorporation or organization, if applicable

ILLINOIS

3 For legal entities not organized in the State of Illinois Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☒ N/A

B IF THE DISCLOSING PARTY IS A LEGAL ENTITY

1 a List below the full names and titles of all executive officers and all directors of the entity For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members" For trusts, estates or other similar entities, list below the legal titleholder(s)

Name

Title

NAUSHAD ALI

PRESIDENT

ZULEI SAYLA

V-P

NAUSHAD ALI

~~TREASURER~~ TREASURER

ZULEI SAYLA

SECRETARY

No Directors

1 b If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A 1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that

controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

<u>N/A</u>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name

Business Address

Percentage Interest in the
Disclosing Party

<u>NAUSHAD ALI</u>	<u>3630 COMMERCIAL AVE. NORTHBROOK, IL 60062</u>	<u>60%</u>
<u>ZULEI SAYLA</u>	<u>3630 COMMERCIAL AVE. NORTHBROOK, IL 60062</u>	<u>40%</u>

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
<u>Advotek, Inc.</u>	<u>148 Ogden Avenue</u>	<u>Sub-Contractor</u>	<u>\$3,214,498.30 est.</u>
	<u>Downers Grove, Illinois 60515</u>		

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes

☒ No

☐ No person owns 10% or more of the Disclosing Party

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes

☒ No

B. FURTHER CERTIFICATIONS

1 The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II B 1. of this EDS:

a are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, a violation of federal or state antitrust statutes, fraud, embezzlement, theft; forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

c are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B 1 b. of this Section V,

d have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2 The certifications in subparts 2, 3 and 4 concern

- the Disclosing Party,
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties"),
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment, common use of employees, or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity,

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents")

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity,
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or
- c. made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance)

3 Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3, (2) bid-rotating in violation of 720 ILCS 5/33E-4, or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating

4 Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U S Department of the Treasury or the Bureau of Industry and Security of the U S Department of Commerce or their successors the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5 The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code, and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements

C CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b))

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code

2 If the Disclosing Party IS a financial institution, then the Disclosing Party pledges

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary)

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D

1 In accordance with Section 2-156-110 of the Municipal Code Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D 1., proceed to Items D 2 and D 3 If you checked "No" to Item D 1 , proceed to Part E

2 Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3 If you checked "Yes" to Item D 1 , provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest

Name	Business Address	Nature of Interest
------	------------------	--------------------

N/A

4 The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee

E CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

X 1 The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___ 2 The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE. If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1 List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter. (Begin list here, add sheets as necessary):

N/A

(If no explanation appears begins on the lines above, or if the letters "NA" appear, if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter)

2 The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A 1 above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3 The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A. 1 and A 2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4 The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities"

5 If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A 1 through A 4 above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☒ Yes

☐ No

If "Yes," answer the three questions below.

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☒ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☒ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☒ Yes

☐ No

If you checked "No" to question 1 or 2 above, please provide an explanation

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H 1 and H 2 below, the term "affiliate" means any person or entity that, directly or indirectly, controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership, identity of interests among family members, shared facilities and equipment; common use of employees, or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H 1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H 2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H 3 If the Disclosing Party is the applicant, the Disclosing Party will obtain from all contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2 above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2 or H.3 above, an explanatory statement must be attached to this EDS

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City

SYSTEM SOLUTIONS INC.
(Print or type name of Disclosing Party)

Date: 7/10/06

By

[Signature]
(sign here)

ZULEI SAYLA
(Print or type name of person signing)

V.P.
(Print or type title of person signing)

Signed and sworn to before me on (date) 7-10-2006, by ZULEI SAYLA, at _____

COOK County, ILLINOIS (state)

[Signature] Notary Public

Commission expires 04/16/08



11/01/05 Version

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE



CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder SYSTEMS SOLUTIONS INC, DBA MICROAGE COMPUTERS
 Address of policyholder 3630 COMMERCIAL AVE, NORTHBROOK, IL 60062-1823
 Location of operations _____
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93ND10737F	Comprehensive Business Liability	07-29-2006	07-29-2007	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence \$ 2000000 General Aggregate \$ 4000000 Products - Completed Operations Aggregate \$ 4000000
93DB97432F	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	
		06-20-2006	06-20-2007	Each Occurrence \$ 3000000 Aggregate \$
13WE5839F	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statute
		Effective Date	Expiration Date	
		01-13-2006	01-12-2007	Part II - Employers Liability Each Accident \$ 500000 Disease - Each Employee \$ 500000 Disease - Policy Limit \$ 500000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93ND10737F	BUSINESS PROP	07-29-2006	07-29-2007	500/500/100 Plus Comm Umb Ltd
L200012B2413A	AUTO HIRED/ NON OWNED			

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 ADDITIONAL INSURED:

THE CITY OF CHICAGO
 DEPARTMENT OF PROCUREMENT SERVICES,
 CITY HALL, ROOM 403
 121 NORTH LA SALLE STREET
 CHICAGO, IL 60602

attn: Faiza
 847-272-8465

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sharon Feldt
 Signature of Authorized Representative
 INSURANCE ACCT REP 8/3/2004
 Title Date
 RYAN NESSER
 Agent Name
 Telephone Number 847-793-0041

Agent's Code Stamp
 Agent Code 13-2449
 AFO Code 033



CERTIFICATE OF INSURANCE

This certifies that

- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder SYSTEMS SOLUTIONS INC, DBA MICROAGE COMPUTERS

Address of policyholder 3630 COMMERCIAL AVE, NORTHBROOK, IL 60062-1A23

Location of operations _____

Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93ND10737F	Comprehensive Business Liability	07-29-2006	07-29-2007	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence \$ 2000000 General Aggregate \$ 4000000 Products - Completed Operations Aggregate \$ 4000000
93DB97432F	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	
		06-20-2006	06-20-2007	Each Occurrence \$ 3000000 Aggregate \$
13WE5839F	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	
		01-13-2006	01-12-2007	Part II - Employers Liability Each Accident \$ 500000 Disease - Each Employee \$ 500000 Disease - Policy Limit \$ 500000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93ND10737F	BUSINESS PROP	07-29-2006	07-29-2007	500/500/100 Plus Comm Umb Ltd
L200012R2413A	AUTO HIRED/ NON OWNED			

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

ADDITIONAL INSURED:
Name and Address of Certificate Holder

THE CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES,
CITY HALL, ROOM 403
121 NORTH LA SALLE STREET
CHICAGO, IL 60602

attn: Farza
847-272-8465

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sharon Felseth

Signature of Authorized Representative
INSURANCE ACCT REP 8/3/2004

Title Date

RYAN NESSENER

Agent Name

Telephone Number 847-793-0041

Agent's Code Stamp

Agent Code 13-2449

AFO Code 033

EXHIBIT 6
LIST OF KEY PERSONNEL

SSI has assembled a team that has been serving the City of Chicago successfully over the past 6 years. Each team member is eager to continue the quality service as outlined in our following response to the City of Chicago RFP for Computer Hardware, Software, Peripherals, Supplies and Related Equipment. Please feel free to contact the following team members with questions, requests for oral presentations, or for negotiations.

Senior Account Manager

Dan Hoff

Office: 847-272-6160 x224

Cell: [REDACTED]

E-Mail: Dan.Hoff@thessi.com

Director of Sales and Technology

James Dillon

Office: 847-272-6160 x262

Cell: [REDACTED]

E-Mail: James.Dillon@thessi.com

System Solutions, Inc. President

Naushad Ali

Office: 847-272-6160 x201

E-mail: Naushad.Ali@thessi.com

System Solutions, Inc. Vice President

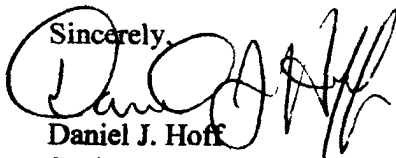
Zulfi Sayla

Office: 847-272-6160 x235

E-mail: Zulfi.Sayla@thessi.com

SSI certainly appreciates the opportunity to respond to this RFP and we look forward to continuing our business relationship with the City of Chicago.

Sincerely,



Daniel J. Hoff

Senior Account Manager

System Solutions, Inc.

3630 Commercial Ave. ■ Northbrook, IL 60062

voice 847-272-6160 ■ fax 847-272-8465 ■ <http://www.thessi.com>